

# Landmark Regulated Coal

#### **RESIDENTIAL**

## **Underground Mining**

Past Underground Mining
For further detail see Informative under Section 1 of the report

Current Underground Mining

Future Underground Mining

NOT IDENTIFIED

### **Opencast Mining**

÷	Past Opencast Mining	NOT IDENTIFIED
<b>↓</b>	Current Opencast Mining	NOT IDENTIFIED
<b>→</b> _	Future Opencast Mining	NOT IDENTIFIED

. .

Mining (Other)

$\rightarrow$	<b>Mine Entries</b> For further detail see Informative under Section 2 of the report	IDENTIFIED
//\	Mining Geology	NOT IDENTIFIED
°°°	Mine gas	NOT IDENTIFIED

#### **Other Considerations**

和本	Subsidence claims	NOT IDENTIFIED				
• I	Surface hazard	NOT IDENTIFIED				
Ξ	Minerals other than coal	NOT IDENTIFIED				

This report is issued for the property described as: **Sample Site** 

Report Reference: **Sample** 

National Grid Reference: **Sample** 

Customer Reference: **SAMPLE REGULATED** 

Report Date: **30/10/2020** 

### **CONTACT DETAILS**

If you require any assistance please

0844 844 9966

or by email at:

helpdesk@landmark.co.uk

PINPOINTCOAL

This Report identifies potential risks listed in brief above. A more detailed explanation of risks and suggested further steps can be found in the relevant section of the report. Please Note: The risk assessments are based on licensed Coal Authority and PinPoint data as interpreted by PinPoint Coal Ltd















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# Sample Site

National Grid centroid of property:

# Sample

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## Section 1:

## **Underground coal mining**



#### 1.1. Past underground coal mining

The property is within an area where Coal has been mined below or within a zone of influence that includes the property. In total 5 seams have been worked, of these 0.00 percent are at shallow depths. 0.00 percent are at moderate depths and 100.00 percent are at considerable depths. This mining was last active in 1980.

Any ground movement from these coal workings should have stopped by now.

#### Informative

Underground mining creates spaces (or voids). The intense pressures set up by deep mining make these voids compress resulting in subsidence at the surface.

#### **Professional Opinion and Recommendations**

Although there is little risk of any current coal mining subsidence affecting this property there may have been damage caused by past settlement.

If you are concerned about this possibility you should consult with a suitably qualified surveyor who would be able to provide a report to identify any defects in the property enabling a benchmark to be established.

#### **PinPoint Coal Zone of Influence**

Landmark Coal Reports use a bespoke methodology to determine the zone of influence that is unique to them and highly accurate. The average depths of underground workings within the Zone Of Influence are reported by indicating the percentage depths for shallow workings (those less than 30M or 50M where the seam is unusually thick), moderate (depth ranges from 30M to 500M) and considerable (workings deeper than 500M). A count of the number of seams worked and the last date of mining from these is also reported.



#### 1.2. Present underground coal mining

The property is not in the likely zone of influence of any present underground coal workings.



#### 1.3. Future underground coal mining

The Coal Authority has not granted a licence to extract coal using underground methods in the area of this property.

The property is not in an area that is likely to be affected at the surface from any planned future workings.

No notices under section under 46 of the Coal Mining Subsidence Act 1991 have been served which affect this property.

Coal Mining activity is regulated and licensed by the Coal Authority. This property is located within a known coalfield area and as such the possibility of future activity from either opencast or underground extraction exists. This report gives information on the current known position and any actual workings or proposed are disclosed within it, along with any know licence applications.





## Section 2:

## **Mine Entries**

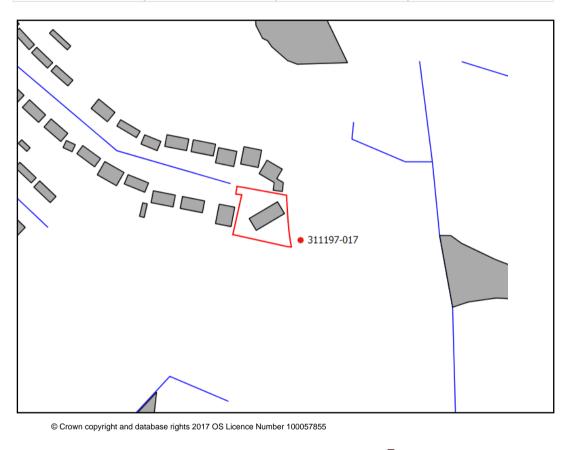


#### 2.1. Mine Entries

Coal Authority records indicate mine entries to be present within the boundary of the property or within 20M surrounding it:

The property boundary and the above-mentioned mine entries are shown on the plan below.

Ref No	TYPE	MINERAL	Treatment details
311197-017	Shaft	Coal	unknown



— Enquiry boundary 🌎 Mine Shaft 📗 Mine Adit

We have provided additional information about this aspect of our report in the form of a Mine Entry Interpretation report. For further information please see Appendix

#### Informative

Shafts and adits are the means by which coal is accessed from the surface. Shafts are vertical excavations sunk from the surface to the coal seams worked. Adits are tunnels that start at the surface and extend into the seams worked.

The approximate location of any mine entries within 20M of the property boundary are referred to above and shown on the plan





## Section 3:

## **Mining Geology**



#### 3.1. Mining Geology

No geological fissures, breaklines and/or other lines of weakness are present in the area that may have been affected or created by coal mining.



## Section 4:

## **Opencast Mining**



#### 4.1. Past Opencast Mining

The property is not inside the boundary of an opencast site from which coal has been removed by opencast methods.



#### 4.2. Present Opencast Mining

The property is not within 200 metres of an opencast site from which coal is being removed by opencast methods.



#### 4.3. Future Opencast Mining

The property does not fall within 800 metres of an opencast site for which the Coal Authority is determining whether to grant a licence to remove coal by opencast methods.

The property does not fall within 800 metres of an opencast site for which a licence to remove coal by opencast methods has been granted.



## Section 5:

# **Coal Mining Subsidence**



#### 5.1 Claims

The Coal Authority records do not reveal any request having been made under S33 (Preventative Works) of the Coal Mining Subsidence Act 1991

No damage notice or claim for the property has been received by the Authority since 1.1.1994

There is no extant Stop Notice delaying the start of remedial works or repairs to the property

ooo Section 6:

°° Mine Gas



#### 6.1. Mine gas

There is no record of any action being required by the Coal Authority as a result of a mine gas emission within the boundary of the property.





# Section 7:

## **Surface Hazards**



#### 7.1. Surface Hazards

There is no record of any action being required by the Coal Authority as a result of a surface hazard within the boundary of the property.



# **Section 8:**

## Minerals other than coal



#### 8.1. Other Minerals

British Geological Survey records reveal no known mining in this area



# **Appendix - Mine Entry Risk**

# Please refer to plan shown in Shafts and adits (mine entries) section when reading this appendix

Shafts and adits (mine entries) are the means by which coal is accessed from the surface. Shafts are vertical excavations sunk from the surface to the coal seams worked. Adits are tunnels that start at the surface and extend into the seams worked.

This report identifies the risk posed by the presence of the mine entries in relation to the property boundary.

Mine Entry reference: 311197-017

Mineral worked	Coal			
Owner	CA			
Treatment description	unknown			
Mine entry type	Shaft			
Diameter	(2.5)m			
Depth	4			
Source	Other: Original source unknown.			
Name	SOUTH WALES			

This mine entry is within influencing distance of the property boundary. To determine whether and to what extent the specific building within the property boundary might be affected, is beyond the scope of this report.

Landmark reports calculate the influencing distance of mine entries which include both adits (horizontal or inclined entries) and shafts (vertical entries). Added value is gained by using BGS superficial deposits data

Whilst not necessary in most cases, a **Consultant's Report** can be obtained to analyse the risk posed by the presence of reported mine entries in relation to this specific property. This can be obtained from PinPoint Coal Ltd at www.pinpointinformation.co.uk <a href="www.PinPointinformation.co.uk">www.PinPointinformation.co.uk</a>. The report looks at the relationship between the location of the entry, the building and surrounding land together with other variable parameters to arrive at a risk rating and a bespoke MRICS opinion. If you are not already PinPoint client, please contact your Search provider for more information.

## **Professional Opinion and Recommendations**

The report has identified if any, treatment is known to have been provided to the mine entries disclosed. Where treatment is unknown this does not mean none has taken place but simply that the Coal Authority does not have any record of it. This is because before the formation of the National Coal Board there was no centralised recording facility and the treatment was reliant upon private operators and landowners.

If after reading this you are concerned about any of the issues raised here and wish to obtain further advice other than our Consultants Report, you will need to have a further detailed investigation undertaken and a report prepared by a suitably qualified professional; then follow any guidance given in that report.

- A mining surveyor would be able to look into detailed records to say more precisely what, if any, risks are present.
- A structural surveyor would be able to provide a report to identify any structural defects in the property.
- A geotechnical engineer would be able to say whether the mine entry has been adequately treated and whether its presence can have any effect upon the structure of the building.

#### **Summary**

The individual risks associated with each mine entry is quantified above. In the unlikely event of the property being damaged by coal mining subsidence, the owner is entitled to make a claimunder the provisions of the Coal Mining Subsidence Act 1991. In most cases where the mine entry has been sunk tomine coal the owner will be the Coal Authority, there are however, exceptions, and this would need to be taken into account. If you need further help in this regard please contact us.

If after reading this you are concerned about any of the issues raised here and wish to obtain further advice you willneed to have further detailed on-site investigation undertaken and a report prepared by a suitably qualified professionaland follow any guidance given in that report.



#### **Statutory Support**

Under the Coal Mining Subsidence Act 1991, property owners have statutory protection. This provides that (save for coal worked through the Grant of Gale in the Forest of Dean, or any part of the Hundreds of St Briavels) damage caused by lawful disused coal mine workings or coal mine entries, shall be made good by the Coal Authority/Licensee to the reasonable satisfaction of the property owner. These sort of claims, need not usually involve either the home insurance company or mortgage lender. Further information can be obtained at

www.gov.uk/government/publications/coal-mining-subsidence-damage-notice-form

The Coal Authority provides an emergency call out facility in coalfield areas to assess the public safety implications of mining feature. These include disused coal mine entries, shafts and coal related surface hazards. More information can be found at <a href="https://www.groundstability.com">www.groundstability.com</a> The Public Safety and Subsidence Department can be contacted through the Coal Authority's emergency telephone number is 01623 646333.

#### **Report Limitations**

This Landmark Mining report has been carried out via the GIS of PinPoint Information Ltd, using a combination of TCA licensed data, British Geological Survey licensed data © NERC (2016), and PinPoint Information Ltd's digital collection of abandoned mine plans, maps, records and archives. Only in the case of a PinPoint Ground Stability report/module, does the report consider natural ground stability hazards, such as subsidence, landslip or coastal erosion. Only in the case of a PinPoint Minerals report/module and the combined coal and minerals report/module is ground stability through the extraction of minerals fully considered.

Some of the responses contained in this report are based on data and information provided by the United Kingdom Research and Innovation (UKRI) or its component body the British Geological Survey (BGS). Your use of any information contained in this report which is derived from or based upon such data and information is at your own risk. Neither UKRI nor BGS gives any warranty, condition or representation as to the quality, accuracy or completeness of such information and all liability (including liability for negligence) arising from its use is excluded to the fullest extent permitted by law.

Whilst Landmark has endeavoured to provide as accurate a report as possible, it should be realised that unrecorded or suspected workings can be discovered between known workings and therefore neither Landmark Information Group nor PinPoint Coal Ltd can be held responsible for any settlement or subsidence problems as a result of a Site being affected by unrecorded feature relating to mining or natural underground cavities.

The Report is created by a remote investigation and reviews only information provided by the client (address/site location boundaries) and from the databases of publicly available and/or licensable information that enable a desk-based assessment of the Site. The Report does not include a Site Investigation, nor does PinPoint Coal Ltd make additional specific information requests of the regulatory authorities for any relevant information they may hold.

This report is concerned solely with the Site searched and should not be used in connection with nearby properties, as only known features that could potentially have a direct influence upon the Site searched are considered relevant, with other (non-relevant) features present in the general area being omitted for ease of reference.

Landmark reports assess the risk posed in relation only to objectively identifiable criteria. For example, in the case of a Landmark Regulated Report, the assessment relates only to the type of hazards typically outlined in a Coal mining report answering Con29M questions as agreed from time to time by the Coal Authority and the Law Society of England & Wales. In this regard, from June of 2018, content relating to the activities of the Cheshire Brine Compensation Board ceased to be a requirement of a Con29M. As such, it is beyond the scope of this report to provide any information relating to the activities of the Cheshire brine Compensation Board. Landmark recommends that should a location be identified as being within the Cheshire Brine



Compensation Area a Cheshire Salt report should be secured from your search provider

It is beyond the scope of this Report to assess the potential loss amenity or aesthetic impact of certain hazards. For example, current or proposed open cast workings, despite their existence possibly affecting the Site's resale value.

This report is confidential to the client, the client's legal advisor and the client's Mortgage lender, as defined in the Landmark terms & conditions, and as such may be used by them for conveyancing or related purposes.

If you wish to discuss the relevance of any of the coal risk information contained in this report you should seek the advice of a qualified mining engineer or surveyor. If you or your adviser wish to examine the source plans from which the information has been taken these are normally available at the Coal Authority's offices: 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire NG1 4RG. They are viewable, by prior appointment, telephone 01623 637235 or in the case of minerals via the on-line facility afforded by British Geological Survey

Should you or your adviser wish to carry out any physical investigations that may enter, disturb or interfere with any disused mine entry or shallow workings, the prior permission of the owner must be sought. For coal mine entries and workings the owner will normally be the Coal Authority. With other Minerals, do not assume that the owner is the surface land owner, as ownership might previoulsy have been severed.

## **Report Terms and Conditions**

This report has been published by Landmark Information Group Limited ("Landmark") and is supplied subject to our Terms and Conditions of Business, which can be found at https://lmkcorp1.s3.amazonaws.com/s3fs-public/landmark terms and conditions 299431 8.0 content.pdf

The accuracy of the data in the reports is supported by a £100,000 per claim indemnity provided by Aviva The reports are also supported by £10 million Professional Indemnity Insurance; details available on request.

#### **Important Consumer Protection Information**

This search has been produced by Landmark Information Group Ltd, Imperium, Imperial Way, Reading, Berkshire, RG2 0TD

Tel: 0844 844 9966

Fax: 0844 844 9980

Email: helpdesk@landmark.co.uk

Landmark adheres to the Conveyancing Information Executive (CIE) standards.

#### The Standards

- Conveyancing Information Executive Members shall act in a professional and honest manner at all times
  in line with the Conveyancing Information Executive Standards and carry out the delivery of the Search
  with integrity and due care and skill.
- Compliance with the Conveyancing Information Executive Standards will be a condition within the Conveyancing Information Executive Member's Terms and Conditions.
- Conveyancing Information Executive Members will promote the benefits of and deliver the Search to the agreed standards and in the best interests of the customer and associated parties.
- The standards can be seen here: <a href="http://www.conveyinfoexec.com">http://www.conveyinfoexec.com</a>



#### **Complaints**

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress, or inconvenience as a result of your search provider failing to keep to the Standards.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPO.

TPOs Contact Details:
The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP

Tel: 01722 333306 Fax: 01722 332296 Web site: <a href="www.tpos.co.uk">www.tpos.co.uk</a> Email: <a href="mailto:admin@tpos.co.uk">admin@tpos.co.uk</a>

#### **Landmark Complaints Procedure**

If you want to make a complaint to Landmark, we will:

- Acknowledge it within 5 working days of receipt
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- · Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time
- Provide a final response, in writing, at the latest within 40 working days of receipt
- · Liaise, at your request, with anyone acting formally on your behalf

Complaints should be sent to: Customer Relationships Manager Landmark Information Imperium Imperial Way Reading RG2 0TD

Tel: 0844 844 9966

Email: helpdesk@landmark.co.uk

Fax: 0844 844 9980

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to

The Property Ombudsman scheme (TPOs):

Tel: 01722 333306 Email: admin@tpos.co.uk

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

**End of Report** 



# Your Aviva Legal Indemnity Policy PinPoint Mining Report Indemnity Policy Number SAMPLE

This policy provides evidence of your insurance and may be required in the event of a claim.

**Important.** If the information in your policy is incorrect or incomplete, or if the insurance does not meet your requirements, please tell us as soon as possible.

#### You are

The person insured by this Policy. You may be:

- the person who asked for the PinPoint Mining Report in connection with your purchase of the Property (and your mortgage-lender);
- the person who purchased the Property (and your mortgage-lender) if the person selling the Property has asked for a PinPoint Mining Report for the benefit of the purchaser or if the Property has been purchased at auction:
- the owner of the Property (and your mortgage-lender) if you are re-mortgaging the Property.

#### We are

Aviva Insurance Limited. Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Your Premium £1.50

#### **Total premium**

The premium includes Insurance Premium Tax (IPT) at the appropriate rate (where applicable).

This premium is payable once only for the duration of your policy (see Your Period of Cover).

#### **Your Property**

The Property in respect of which PinPoint has provided the attached Pinpoint Mining Report

#### **Your Insured Use**

Your continued use of the Property as a single private dwelling or single commercial premises.

## **PinPoint Mining Report Indemnity**

#### Your Cover Limit

You are covered for any claim made against you under this policy for Insured Losses which you incur up to a total value of £100,000.00.

Your Cover Limit will increase by 10% every year for 10 years on each anniversary of the Effective Date.

#### Your Period of Cover

The period from the Effective Date until

- i. you sell the Property or
- ii. if you are a mortgage-lender, the debt secured by your mortgage is repaid.

Effective Date means the date of the PinPoint Mining Report undertaken by PinPoint and attached to this Policy.

#### Your Covered Risk

The Property is or may be subject to matters contained on the Effective Date in records kept by the Coal Authority and/or British Geological Survey © NERC (2016).

#### **Operation of Cover**

Subject to the Terms and Conditions of this policy and provided that PinPoint has collected the Premium, we will provide the Cover to you up to your Cover Limit for all claims made during your Cover Period.

#### **Your Cover**

In the event that any information contained in a Coal Mining & Brine Subsidence Search on form CON29M (or any other official form replacing this) and/or records kept by British Geological Survey © NERC (2016) on the Effective Date differs from the information contained in the PinPoint Mining Report attached to this Policy and prevents or restricts your use of the Property or reduces its value when used in accordance with your Insured Use, we will, subject to the Terms and Conditions of this policy, indemnify you for your Insured Losses.

#### **Your Insured Losses**

The losses for which you are insured under this policy are:

- any reduction in the open market value of the Property where 'open market value' means the average of the estimates given by two independent valuers (one to be appointed and paid for by us, the other to be appointed and paid for by you) of the values of the Property on the open market assuming first that the Property is affected by changes in the information contained in a search on form Con29M (or any other official form replacing this) and/or records kept by British Geological Survey © NERC (2016) which were not contained in the PinPoint Mining Report attached to this Policy and second that the Property is not affected by such changes, and
- any other costs incurred by you, with our prior written agreement

These losses are payable by us notwithstanding a breach of the Terms or Conditions of this policy by someone other than you, provided that you did not agree with, and were not aware of, the breach.

#### Your Uninsured Losses

The losses for which you are not insured under this policy are any costs or expenses which result from:

- any information revealed by a subsequent search on form Con29M (or any other official form replacing this) and/or the records kept by British Geological Survey © NERC (2016) after the Effective Date if this information is also revealed in the attached PinPoint Mining Report
- any structural or other physical damage caused to the Property by subsidence, flooding or otherwise
- any loss for which the Coal Authority or the Cheshire Brine Subsidence Compensation Board may be required to pay by law
- the loss of a transaction for the sale or for the purchase of the Property
- your use of the Property for any purpose other than your Insured Use.

## Your Aviva Legal Indemnity Draft Policy Terms and Conditions

The following terms and conditions apply to all sections of your policy. If you do not keep to these terms and conditions

- · we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- · we may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

#### General

Without first obtaining our written consent (which we need not give), you and anyone who acts on your behalf must not

- disclose the existence of this policy to anyone other than the legal advisers of prospective buyers of your Property and/or their mortgage-lenders;
- discuss or enter negotiations with anyone who may have an interest in or rights to enforce your Covered Risks;
- use the Property otherwise than in accordance with your Insured Use.

#### **Claims**

#### You must

- without unnecessary delay give written notice to us of any potential or actual claim or any circumstances likely
  to result in a claim;
- pass immediately to us all court documents and/or other communications received by you, and provide all information and assistance which we reasonably require;
- not deal with or attempt to settle a claim without our prior written agreement;
- do and allow to be done by us at our expense, all things reasonably necessary to minimise any losses, damages, costs and expenses payable under this policy.

#### We can

- have full discretion to conduct in your name the defence and settlement of any claim or the prosecution of any claim for indemnity, damages or otherwise;
- pay to you at any time the amount of the Cover Limit or any lesser amount for which claims can be settled, and then give up control of the claims and have no further involvement with them;
- if we have accepted a claim, refer any disagreement between you and us over the amount to be paid to an agreed arbitrator (or, in the absence of agreement, an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at the time. Legal action can be taken by you only after the arbitrator has made an award.

If you have other insurance covering the same loss as is covered under this policy, we will pay no more than our rateable proportion of the loss.

Our liability to you in respect of all and any claims under this policy will not exceed in total the amount of the Cover Limit.

#### Choice of Law

The law of England and Wales will apply to this policy unless

- you and we agree otherwise; or
- at the Start Date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

#### **Use of language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Your cancellation rights

If you have taken out this policy acting other than in the course of your trade, business or profession ('a consumer'), you have the right to cancel your policy within 14 days from either the date of purchase of the policy or the day on which you receive your policy documentation, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. To cancel please call Aviva on 0800 158 2236.

Please be aware that cancellation of this policy may put you in breach of your mortgage terms and/or the terms of a sale or lease agreement.

If you are not a consumer you do not have a statutory right of cancellation under this policy.

#### How to claim

If you need to make a claim, please contact the legal adviser who arranged the policy for you; or you can write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number or telephone 0800 158 2236.

Please be aware of the General and Claims Terms and Conditions of this policy.

## **Financial Services Compensation Scheme**

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website <u>www.fscs.org.uk</u> or you can write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 Botolph Street, London, EC3A 7QU.

## **Complaints**

#### **Our Promise of Service**

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect from us, we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

#### What will happen if you complain

- · We will acknowledge your complaint promptly;
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

#### What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting The Manager, Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS or telephone us on 0800 158 2236.

If you are unhappy with the outcome of your complaint, you may refer the matter to the Financial Ombudsman Service if you are eligible to do so (see <a href="https://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a> for further details)

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

If you have taken a product out with us online or by telephone, you can also use the European Commission's Online Dispute Resolution (<a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after we have had the opportunity to consider and resolve it.

#### IMPORTANT INFORMATION

#### Important notice - information we need to know about

You must take reasonable care to provide complete and accurate answers to the insurer's questions when you take out or make changes to your policy.

Please tell Aviva Legal Indemnities immediately if there are any changes to the information set out in "The Statement of Fact" document or on your policy.

If you are in any doubt, please contact Aviva Legal Indemnities.

When you inform us of a change, we will tell you if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim;
- we may not pay any claim in full;
- we may revise the premium and/or change any excess;
- the extent of the cover may be affected.

We recommend you keep a record (including copies of letters) of all information supplied to the insurer for future reference.

#### **Data Protection - Privacy Notice**

#### **Personal Information**

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at www.aviva.co.uk/privacypolicy or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product.

#### Personal information we collect and how we use it

We will use your personal information:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy and handle any claims.
- to support legitimate interests that we have as a business: we need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement,
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example, contained in financial accounts or relating to beneficiaries of a deceased's estate. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address, date of birth and financial information. If a claim is made we may also collect personal information about the claim from you and any relevant third parties.

If we need your consent to use personal information, we will make this clear to you when your application or any claim is submitted. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us - refer to the "Contacting us" details below. Please note that if consent to use information is withdrawn we may not be able to continue to provide the policy or process claims and we may need to cancel the policy.

Of course, you don't have to provide us with any personal information, but if you don't provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we collect as part of this application may be provided to us by a third party. This may include information already held about you within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

#### Automated decision making

We may carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we may use an automated underwriting engine to provide a quote for this product, using the information we have collected.

#### On-line information

When you visit one of our websites, we may record information about your computer or mobile device, including hardware and software used, general location, when and how you interact with our websites. This information is used to note your interest in our websites, improve customer journeys, determine pricing and/or offer you available discounts.

#### How we share your personal information with others

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and other insurers (either
  directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our
  products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data
  to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal
  obligations. They will keep your data for the period necessary for these purposes and may need to disclose
  it to other companies within their group, their agents and third party service providers, law enforcement and
  regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area ("EEA"). We'll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

#### How long we keep your personal information for

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

#### Your rights

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us - refer to the "Contacting us" details below.

#### Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

#### **Our Regulatory Status**

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as Aviva Insurance Limited. (Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH) and our firm's reference number is 202153. You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting their website <a href="https://www.fca.org.uk">www.fca.org.uk</a> or by contacting them on 0800 111 6768.

#### **Customers with Disabilities**

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number or telephone 0800 158 2236.

## Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

## Statement of Fact for Your Aviva Legal Indemnity Policy



## This is an important document and you must read it in full

## **Policy Details**

**Policy number** 

SAMPLE

**Effective Date** means the date of the PinPoint Mining Report undertaken by PinPoint and attached to this Policy.

The following information has been provided to us by or on behalf of the owner/occupier of the Property or some other person with recent, first-hand knowledge of the Property, immediately before the Effective Date of the policy.

We have relied on this information in deciding whether, and on what terms, to offer cover, and it forms part of your policy. Please read any assumptions carefully.

If you are aware of any error or inaccuracy in this information you should tell us immediately. If you do not tell us about any relevant facts:

- · we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- · we may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

### **PinPoint Mining Report Indemnity**

• The Property is a single private dwelling or single commercial premises and will continue to be used as such.



# **RiskView** Residential



### **Contaminated Land**

**PASSED** 

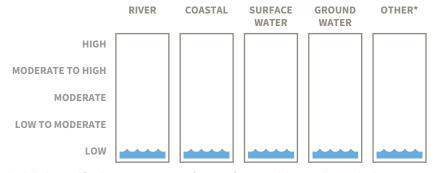
We believe there is no significant risk of contaminated land at or close to the property. Please turn the page for further information.



#### Flood

**PASSED** 

The property is considered to be at minimal or no risk of flooding. However, you should ask the seller if the property has flooded in the past. The home buyer may wish to visit the online viewer to explore the surrounding area.



 $^{\star} \text{Includes historical flood events, proximity to surface water features and elevation above sea level} \\$ 



#### **Energy & Infrastructure**



We have identified one or more Energy & Infrastructure factors at or close to the property. Please turn the page for further information and recommendations.



## **Coal Mining**

**NONE IDENTIFIED** 

Our search indicates that the property is not within an area where a full coal mining report should be obtained.



### **Ground Hazards**



We have identified Ground Hazards that could affect the property. Please turn the page for further information and recommendations.



### **Planning Applications**



We have identified Planning Applications that could have an impact on the property. Please turn the page for further information and recommendations.

This report is issued for the property described as:

99, Willowbourne, FLEET, GU51 5BP

Report Reference

277998858

National Grid Reference **479280 154630** 

Customer Reference

RVR with Planning polygons\_RVR

Report date **05 May 2021** 





#### **CONTACT DETAILS**

If you require any assistance please contact our customer services team on

0844 844 9966

or by email at: helpdesk@landmark.co.uk





# Professional Opinion and Recommendations

Please see below our recommendations and next steps with regards to the property. These may be copied into your Report on Title if you wish. This information is relevant to a residential property and should not be relied upon in a commercial transaction. No physical site inspection has been carried out or is proposed. This report highlights only the information which we have determined should be drawn to your attention however, other risks may be present. To review the complete information and for a full list of the data used for this report, please see the Useful Information section on the web viewer.



#### **Contaminated Land**

**PASSED** 

#### Professional Opinion

Landmark Information Group consider it unlikely that the property would be designated "contaminated land" within the meaning of Part 2A of the Environmental Protection Act 1990. Therefore, there should be no adverse effect on the security of the property for normal lending purposes. Please note that no physical site inspection or survey has been carried out or is proposed. To understand more about contaminated land and the various sources they have reviewed, please refer to the Contaminated Land section in the viewer. For further information or help, please contact your professional advisor or Landmark Customer Services on 0844 844 9966.

#### Landmark Contribution

By purchasing this report, the recipient may be eligible for remediation contribution of up to £250,000 if served with a Remediation Notice by the local authority. Such a notice may require the homeowner to pay for all, or contribute to, the remediation of the property. For more information see Landmark's Terms and Conditions.



## Flood

**PASSED** 

#### Professional Opinion

Landmark Information Group have identified the property to be within an area that is at minimal or no risk of flooding.

#### Flood Defences

River/coastal flood defences have been identified and considered as part of Landmark's overall risk of flooding. However, please be aware that if the defences fail, are absent or over-topped the risk of river/coastal flooding to the property would remain a very low risk.

#### Recommendations

- 1. Ask the seller and other nearby residents if flooding has historically occurred in the area. If it has, why did it occur, what was the impact and what areas were affected.
- 2. As flood defences benefitting the property have been identified, you may wish to understand the protection level that these defences provide to the property. In this case, we recommend you purchase a Flood Solutions Consult report.

#### Insurance

Buildings and contents insurance should be available and affordable. However, we recommend you obtain buildings and contents insurance terms before exchange of contracts to confirm this.

#### Flood Risk

Flood risk is based on probability; to understand more about flood and the information reviewed, including flood protection measures, please explore the flood section of this report or visit the 'Know Your Flood Risk' website at: www.knowyourfloodrisk.co.uk.

# Professional Opinion and Recommendations



## **Energy & Infrastructure**



#### **Professional Opinion**

We have identified projects that may affect the Site or nearby area. These projects could result in visual impact or noise to the neighborhood. They could also affect nearby property values; this could be a negative affect or a positive one. For instance, being near a new rail link may boost values in the local area.

#### Recommendations

The Site is within 2km of an operational or planned solar farm.

As such, you may wish to find out further information regarding the potential operations, and understand any possible effect on the Site. You could contact the Local Authority to find out if there are any planning applications to carry out any associated activities in the local area, or contact the operating company using the information within the data section provided below.

The search is limited to: High Speed 2 (HS2), Crossrail 1 and 2, Above and Below Ground Railways, Wind Farms and Turbines, Solar Farms, Other Renewable Power Plants, Areas Licensed for Exploration of Oil and Gas, Oil and Gas Drilling Wells, and the Southampton to London Pipeline. There may be other forms of energy or infrastructure developments planned in your area - contact your Local Authority for further information.



## **Coal Mining**

**NONE IDENTIFIED** 

#### Professional Opinion

Our search indicates that the property is not within an area where a full coal mining report should be obtained.



#### **Ground Hazards**



### Professional Opinion

Landmark Information Group have identified the following factors that may indicate ground stability issues at or close to the property or indicate that the property is located within a radon affected area:

#### Natural Ground Stability Hazards

Information provided by the BGS indicates that land in the area could be prone to compressibility and uneven settlement hazards. There is a moderate protenial that problems could occur in the area.

#### Recommendations

#### Natural Ground Stability Hazards

The property is in an area where natural ground instability hazards could occur. If any active ground instability appears to be affecting your property, inform your insurance company, mortgage lender, landlord or get specialist advice from a suitably qualified expert such as a structural surveyor, geotechnical engineer or chartered engineering geologist. If active ground instability does not appear to be affecting your property but the area has a potential for instability, this should be taken into account before undertaking any alterations to the existing property.

For further information or help, please contact your professional advisor or Landmark Customer Services on 0844 844 9966

# Professional Opinion and Recommendations



## **Planning Applications**



#### **Professional Opinion**

Landmark information Group have identified planning applications close to the property.

Whether an application is likely to impact the property is subjective, therefore you should see the information presented in the viewer or Landmark recommend carrying out a follow on 'Landmark Planning' report. The Landmark Planning report will also include further detail about land use designations and neighbourhood information.

### **Residential Applications:**

Alterations within 50m: 1

New build up to 10 dwellings within 250m: 1

New build 10 to 50 dwellings within 250m: 0

New build over 50 dwellings within 750m: 5

Unclassified Dwellings within 250m: 0

#### Non-Residential Applications:

Small Developments within 100m: 0

Medium Developments within 250m: 0

Large Developments within 750m: 3

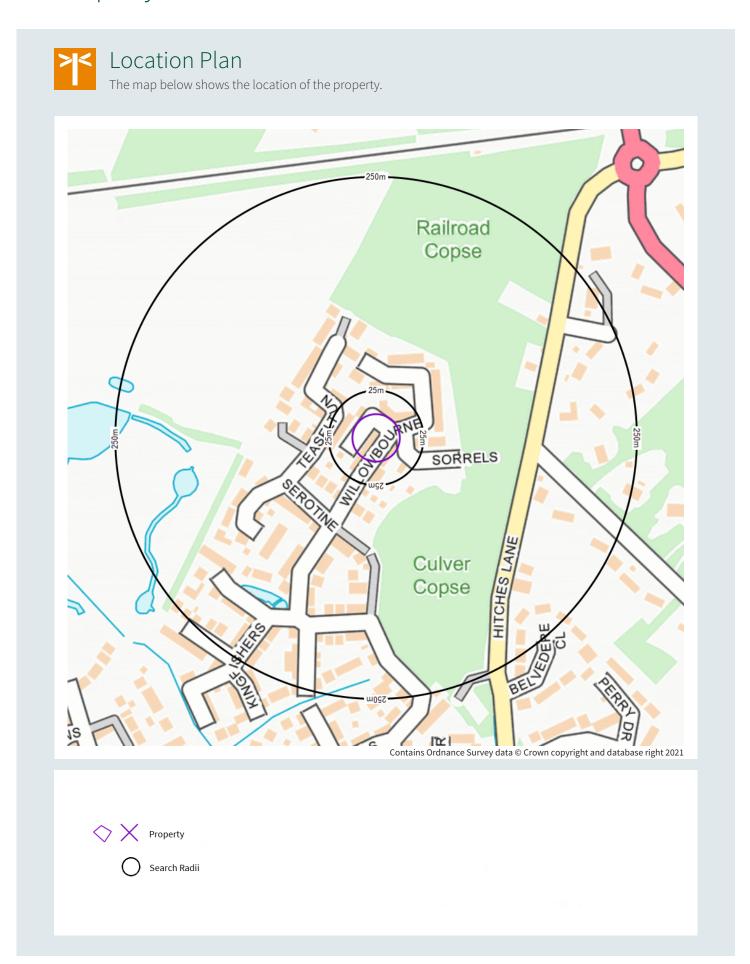
Unclassified Developments within 250m: 0

## **Next Steps**

If you require any assistance, please contact our customer service team on:

0844 844 9966 or helpdesk@landmark.co.uk

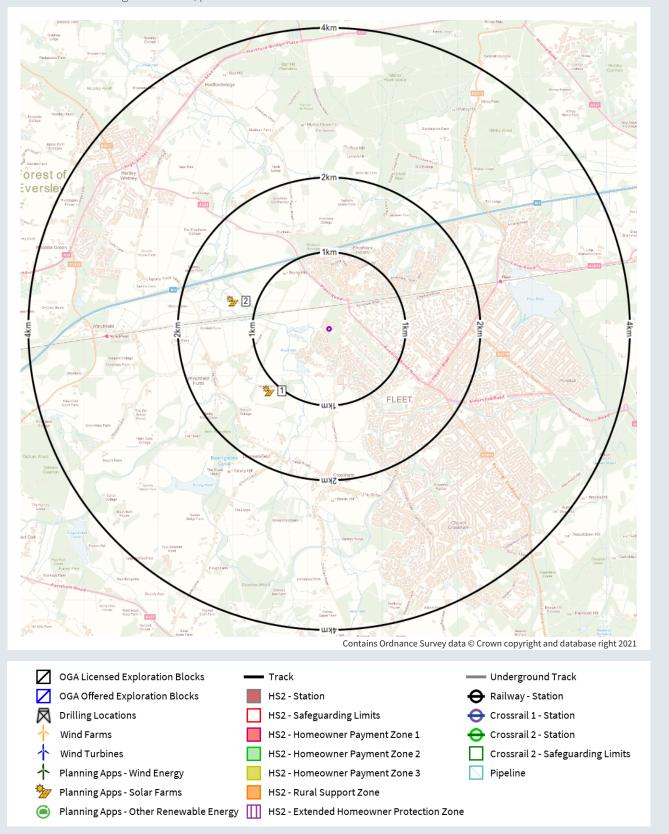
# **Property Location**



# Energy & Infrastructure



The map below shows the location of Energy & Infrastructure projects that have the potential to affect the property. We detail the projects we believe require further attention in the table on the following page and also on the Professional Opinion and Recommendations page. If you wish to explore these projects and the surrounding area further, please visit the online viewer.



# Energy & Infrastructure

We have highlighted below the Energy & Infrastructure projects at or around the property. Please see the Professional Opinion and Recommendations page for further information.



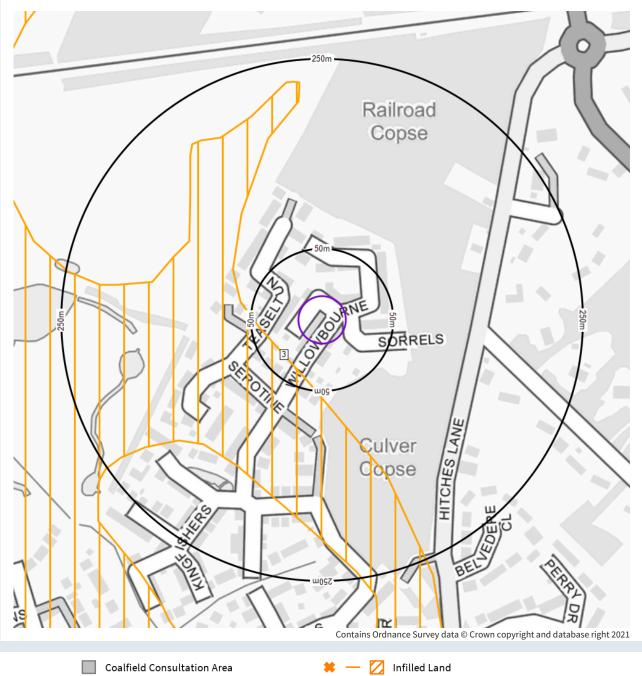
## **Solar Farms**

Map ID	Reference	Details	Distance	Contact				
Planning Applications								
1	Reference: 15/01777/FUL	Name: Hungerford Farm Operator: Solstice Renewables Onshore/Offshore: Solar Photovoltaics Turbine Capacity (MW): n/a Total Installed Capacity (MW): 5 Local Planning Authority: Hart District Council Address: Hungerford Farm, Pale Lane, Winchfield, Hook, Hampshire Planning Application Submitted: 24 July 2015 Operational Date: 22 August 2016 Planning Permission Granted: 13 October 2015 Construction Date: 22 June 2016 Permission Expired Date: 13 October 2018	1133m	1				
2	Reference: 14/00998/ MAJOR	Name: Taplins Farm solar park Operator: PS Renewables Onshore/Offshore: Solar Photovoltaics Turbine Capacity (MW): n/a Total Installed Capacity (MW): 5.9 Local Planning Authority: Hart District Council Address: Land East Of Taplins Farm Lane Winchfield Hook Hampshire Planning Application Submitted: 30 May 2014 Operational Date: 15 June 2016 Planning Permission Granted: 20 October 2014 Construction Date: 01 May 2016 Permission Expired Date: 20 October 2017	1319m	1				

# Ground Hazards



The map below shows the location of potential ground hazards that may affect the property. We detail the features we believe require further attention in the table on the following page and also on the Professional Opinion and Recommendations page. If you wish to explore these features and the surrounding area further, please visit the online viewer.





# Ground Hazards

We have highlighted below potential ground hazards at or around the property. Please see the Professional Opinion and Recommendations page for further information and next steps guidance.



# **Natural Ground Stability Hazards**

Map ID	Details	Distance	Contact					
Potentia	Potential for Compressible Ground Stability Hazards							
3	Hazard Potential: Moderate  Hazard Description: Compressibility and uneven settlement hazards are probably present. Land use should consider specifically the compressibility and variability of the site.  Hazard Guidance: Avoid large differential loadings of ground. Do not drain or dewater ground near the property without technical advice.	30m	2					

# **Useful Contacts**

Please see below the contact details of the suppliers referred to within this report. For all other queries please contact:

#### **Landmark Information Group**

Imperium Imperial Way Reading RG2 0TD

If you require assistance please contact our customer services

0844 844 9966

or by email at: helpdesk@landmark.co.uk

Contact	Name	Address	Contact details
1	Landmark Information Group Limited	Imperium Imperial Way Reading Berkshire RG2 0TD	T: 0844 844 9966 E: helpdesk@landmark.co.uk W: www.landmark.co.uk
2	British Geological Survey, Enquiry Service	British Geological Survey Environmental Science Centre Keyworth Nottingham Nottinghamshire NG12 5GG	T: 0115 936 3143 E: enquiries@bgs.ac.uk W: www.bgs.ac.uk
	Argyll Environmental Ltd	1st Floor 98 – 99 Queens Road Brighton BN1 3XF	T: 0845 458 5250 F: 0845 458 5260 E: info@argyllenviro.com W: www.argyllenvironmental.com

Please note that if you choose to contact any of the above organisations, they may have a charging policy in place for enquiries.

# **Useful Information**

## Guidance for Purchasers of the Property

This report examines whether the property is at risk from any of a specified range of environmental issues, that could affect detrimentally your use or enjoyment of the property; expose you to future liability and expense (for example, cleaning up any contamination on the property) and/or reduce the value of the property. It also details any risk of flooding to an extent or frequency that might affect adversely your ability to obtain suitable insurance cover, your use and enjoyment of the property or its future saleability. Ground instability issues as well as a specified range of major existing or planned energy or infrastructure projects (e.g fracking, HS2, wind & solar farms) that may need further investigation are also detailed where they may impact the property.

More detailed information about risks and projects affecting the property can be viewed on our web viewer. Please click on the image on the front page of this report to access the viewer or visit https://landmarkriskview.co.uk/ eaffce37-2b38-4144-a975-a11a8b87eebf. If you are planning to make changes to the property which will require planning permission, then this is not the correct type of report. You need a SiteSolutions Residence report instead, as it considers additional risks. Please liaise with your professional adviser over how to request such a report. If you require further assistance, please call the Landmark Customer Services team on 0844 844 9966 or email helpdesk@landmark. co.uk.

#### Information for Professional Advisers

This report gives details of any issues that we have identified as affecting the property or located nearby, and our recommendations on what to do in relation to these issues. You are authorised to copy the recommendations on the Professional Opinion and Recommendations page into any report on title that you provide to your client.

More information about the issues is available to you and your client via the web viewer. This gives access to maps showing the location and types of data we have identified, an explanation of that data and details about the data providers, together with other information that may be of interest to your client. Please click on the image on the front page of this report to access the viewer or visit https://landmarkriskview.co.uk/eaffce37-2b38-4144-a975-a11a8b87eebf.

#### Limitations and Terms & Conditions

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This report contains Data provided by the Coal Authority. Any and all analysis and interpretation of Coal Authority Data in this report is made by Landmark Information Group Ltd, and is in no way supported, endorsed or authorised by the Coal Authority. The use of the data is restricted to the terms and provisions contained in this report. Data reproduced in this report may be the copyright of the Coal Authority and permission should be sought from Landmark Information Group Ltd prior to any re-use.

Crossrail 2 Data sourced from consultation documents as published by the Department of Transport.

# **Useful Information**

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Some of the responses contained in this section are based on data and information provided by the Natural Environment Research Council (NERC) or its component bodies the British Geological Survey (BGS). Your use of any information contained in this report which is derived from or based upon such data and information is at your own risk. Neither NERC, BGS nor Public Health England where applicable, gives any warranty, condition or representation as to the quality, accuracy or completeness of such information and all liability (including liability for negligence) arising from its use is excluded to the fullest extent permitted by law.

The brine subsidence data relating to the Droitwich area as provided in this report is derived from JPB studies and physical monitoring undertaken annually over more than 35 years. For more detailed interpretation contact enquiries@jpb.co.uk. JPB retain the copyright and intellectual rights to this data and accept no liability for any loss or damage, including in direct or consequential loss, arising from the use of this data.

The Mining Instability data was obtained on licence from Ove Arup & Partners Limited (for further information, contact mining,review@arup.com). No reproduction or further use of such Data is to be made without the prior written consent of Ove Arup & Partners Limited. The supplied Mining Instability data is derived from publicly available records and other third party sources and neither Ove Arup & Partners nor Landmark warrant the accuracy or completeness of such information or data.

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## **Consumer Protection**





#### Important Consumer Protection Information

This search has been produced by Landmark Information Group Ltd, Imperium, Imperial Way, Reading, Berkshire, RG2 0TD

Tel: 0844 844 9966

Fax: 0844 844 9980

Email: helpdesk@landmark.co.uk

Landmark adheres to the Conveyancing Information Executive (CIE) standards.

#### The Standards

- · Conveyancing Information Executive Members shall act in a professional and honest manner at all times in line with the Conveyancing Information Executive Standards and carry out the delivery of the Search with integrity and due care and skill.
- Compliance with the Conveyancing Information Executive Standards will be a condition within the Conveyancing Information Executive Member's Terms and Conditions.
- · Conveyancing Information Executive Members will promote the benefits of and deliver the Search to the agreed standards and in the best interests of the customer and associated parties.
- The standards can be seen here: http://www.conveyinfoexec.com

#### Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Standards.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPO.

TPOs Contact Details:

The Property Ombudsman scheme Milford House 43-55 Milford Street Salisbury Wiltshire SP1 2BP

Tel: 01722 333306 Fax: 01722 332296

Web site: www.tpos.co.uk Email: admin@tpos.co.uk

# Consumer Protection





### Landmark Complaints Procedure

If you want to make a complaint to Landmark, we will:

- Acknowledge it within 5 working days of receipt
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time
- Provide a final response, in writing, at the latest within 40 working days of receipt
- · Liaise, at your request, with anyone acting formally on your behalf

Complaints should be sent to:

Customer Relationships Manager Landmark Information Imperium Imperial Way Reading RG2 0TD

Tel: 0844 844 9966

Email: helpdesk@landmark.co.uk

Fax: 0844 844 9980

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs):

Tel: 01722 333306

Email: admin@tpos.co.uk

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.